

# PREMIER ESCROW INC

19101 36<sup>th</sup> Ave W, Suite 105  
Lynnwood, WA 98036  
(425) 670-1663 Fax (425) 771-2440

Escrow Number: 02

Buyer's Name: F

Seller's Name: M

## Supplement to CLOSING AGREEMENT AND ESCROW INSTRUCTIONS For Purchase and Sale Transaction Including Instructions to Record Documents and Disburse Funds

This is a part of the Closing Agreement and Escrow Instructions signed by the parties under the Closing Agent's escrow file number set forth above. Except as expressly modified, changed or amended by this supplement, all terms and conditions of the Closing Agreement and Escrow Instructions, and any previous supplements, additions or amendments thereto, shall remain in effect.

### THE SELLER HAS APPROVED, SIGNED AND DEPOSITED THE FOLLOWING DOCUMENTS WITH THE CLOSING AGENT UNDER THESE INSTRUCTIONS:

- Statutory Warranty Deed
- Real Estate Contract
- Real Estate Excise Tax Affidavit
- Purchaser's Assignment of Contract and Deed
- Bill of Sale
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### THE BUYER HAS APPROVED, SIGNED AND DEPOSITED THE FOLLOWING DOCUMENTS WITH THE CLOSING AGENT UNDER THESE INSTRUCTIONS:

- Promissory Note
- Deed of Trust
- Mortgage
- Real Estate Contract
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### BY SIGNING THIS DOCUMENT, EACH PARTY ACKNOWLEDGES:

Conditions of Parties' Agreement Satisfied. All terms and conditions of the parties' agreement have been met to my satisfaction, or will be met, satisfied or complied with outside of escrow.

Title Report Approved. The Preliminary Commitment for Title Insurance, including the legal description of the property and all attachments, supplements and endorsements to that report, issued by FIRST AMERICAN TITLE INS. CO. under order number \_\_\_\_\_ are approved by me and made a part of these instructions by this reference.

Settlement Statement Approved. The settlement statement prepared by the closing agent is approved by me and made a part of these instructions by this reference. I agree to pay my costs, expenses and other obligations itemized on that statement. I understand that any estimated amounts will be adjusted to reflect the exact amounts required when the funds are disbursed, that the settlement statement continues to be subject to audit at any time, and if any monetary error is found, the amount will be paid by the party liable for such payment to the party entitled to receive it..

### BY SIGNING THIS DOCUMENT, THE BUYER FURTHER ACKNOWLEDGES:

Assumed Encumbrances Approved. I have had adequate opportunity to review the terms of payment, interest rates and conditions of any existing notes, deeds of trust, mortgages, contracts, assessments or other debts or obligations that I will assume and agree to pay in this transaction, and hereby approve the same.

Property Approved. I have had adequate opportunity to review the seller's written disclosure statement, if any, and to inspect the property and determine the exact location of its boundaries. The location and physical condition of the property and any buildings, improvements, plumbing, heating, cooling, electrical or septic systems on the property are approved. I understand that all inspections and approvals of the location and physical condition of the property are my sole responsibility, and are not part of the closing agent's duties and responsibilities. I hereby release and agree to hold the closing agent harmless from any and all claims of liability for loss or damage arising or resulting from any physical condition or defect on the property, or from the location of its boundaries.

EXHIBIT NO. C

A written disclosure statement concerning the property, signed by the seller, was:

Not received by the buyer.

Received by the buyer on June 30, 2002.

If amended, amendments were received by the buyer on \_\_\_\_\_.

**THE CLOSING AGENT IS INSTRUCTED TO PROCEED AS FOLLOWS:**

Instruction to Close. The closing agent is instructed to perform its customary closing duties under these instructions, to deliver and record documents according to these instructions, and to disburse the funds according to the settlement statement, adjusting estimated amounts, when the closing agent has the documents required to close the transaction in its possession and has, or will obtain when the documents have been delivered and recorded:

1. Sale proceeds for the seller's account in the sum of \$50,000.00, to be disbursed according to the settlement statement less all related charges, and

2. Loan proceeds for the buyer's account in the sum of \$.....00.00, to be disbursed according to the settlement statement, and

3. A policy of title insurance issued pursuant to the Preliminary Commitment for Title Insurance referred to above, insuring the buyer with [x] owner's or [ ] purchaser's [x] standard or [ ] extended coverage with liability of \$.....000.00 having the usual clauses, provisions and stipulations customarily contained in the printed provisions and schedules of such policy forms, insuring the buyer's title to the property against all defects or encumbrances except those set forth in the printed exceptions and exclusions customarily contained in the printed provisions and schedules of such policy forms, matters attaching by, through or under the buyer, taxes not yet due, and the matters set forth in the following numbered paragraphs of Schedule B of the Preliminary Commitment for Title Insurance: 2 (2nd 1/2 taxes) and 5, and

4. Such other policies of title insurance as may be required by any lenders that are providing financing for the transaction.

Completion or Correction of Documents. The closing agent is instructed to correct any errors found in any document deposited under these instructions, and to insert as necessary the closing date, the date on which interest begins to accrue, and the dates on which payments must be made, if such items are incomplete.

Adjustments and Pro-rations. The closing agent is instructed to adjust and pro-rate real estate taxes for the current year, recurrent assessments if any, and Property taxes. All pro-rations shall be calculated as of [x] the closing date, or [ ] .

Proceeds Check:

Seller will pick up proceeds check.

Mail proceeds check to seller at:

Other (ie wire, deposit..):

Additional Instructions:

Terms and Conditions. All terms and conditions of the purchase and sale agreement have been met and satisfied by all parties to this transaction.

Addendums to Survive Closing. If there are any terms and conditions of the Purchase and Sale Agreement and any addendums thereto which survive the close of escrow, Premier Escrow, Inc. is to assume no responsibility or liability for such compliance.

**EXHIBIT NO. C**

## NOTICE TO PARTIES

The services of the closing agent under these instructions will be performed by a person certified as a Limited Practice Officer under the Admission to Practice Rule 12, adopted by the Washington State Supreme Court. Under that rule, Limited Practice Officers may only select, prepare and complete certain documents on forms which have been approved for their use. You are further advised that:

THE LIMITED PRACTICE OFFICER IS NOT ACTING AS THE ADVOCATE OR REPRESENTATIVE OF EITHER (OR ANY) OF THE PARTIES.

THE DOCUMENTS PREPARED BY THE LIMITED PRACTICE OFFICER WILL AFFECT THE LEGAL RIGHTS OF THE PARTIES.

THE PARTIES' INTERESTS IN THE DOCUMENTS MAY DIFFER.

THE PARTIES HAVE A RIGHT TO BE REPRESENTED BY LAWYERS OF THEIR OWN SELECTION.

THE LIMITED PRACTICE OFFICER CANNOT GIVE LEGAL ADVICE AS TO THE MANNER IN WHICH THE DOCUMENTS AFFECT THE PARTIES.

BY SIGNING THESE INSTRUCTIONS, EACH PARTY ACKNOWLEDGES:

I have been specifically informed that the closing agent is forbidden by law from offering any advice concerning the merits of the transaction or the documents that will be used to close the transaction.

The closing agent has not offered any legal advice or referred me to any named attorney, but has clearly requested that I seek legal counsel if I have any doubt concerning the transaction or these instructions.

I have had adequate time and opportunity to read and understand these instructions and all other existing documents referred to in these instructions.

DATED August 01, 2002 /

EXHIBIT NO. C